

## **EXHIBIT B**

## Message

**From:** Lee Shuman [lshuman@solamericaenergy.com]  
**Sent:** 3/6/2018 4:48:48 PM  
**To:** FOLSOM, JOHN E JR [EFOLSOM@scana.com]  
**CC:** 'George Mori' [gmori@solamericaenergy.com]  
**Subject:** RE: SCE&G Edits to Draft PPA - Edgefield County S1

\*\*\*This is an EXTERNAL email from "Lee Shuman" (lshuman@solamericaenergy.com). Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

Hi Eddie,

I confirm our agreement with the draft. Please proceed with initiating your internal risk management review of the PPA.

Thank you for your assistance with the process.

Regards,  
Lee

**Leland Shuman**  
 SVP Project Finance  
 SolAmerica Energy  
 1819 Peachtree Road  
 Suite 100  
 Atlanta, GA 30309

404.483.0996  
[lshuman@solamericaenergy.com](mailto:lshuman@solamericaenergy.com)  
[www.solamericaenergy.com](http://www.solamericaenergy.com)

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**From:** FOLSOM, JOHN E JR [mailto:EFOLSOM@scana.com]  
**Sent:** Tuesday, March 06, 2018 9:59 AM  
**To:** Lee Shuman <lshuman@solamericaenergy.com>  
**Cc:** 'George Mori' <gmori@solamericaenergy.com>  
**Subject:** RE: SCE&G Edits to Draft PPA - Edgefield County S1

Lee,

Per our discussion yesterday, we have now completed our review of your most recent comments to the PPA, and attached is the final draft PPA from SCE&G for Edgefield County S1. I have provided a clean version of the PPA and a red-line against the previous 12-14-17 draft. I have adjusted the 1<sup>st</sup> year MWh on page 1 and on Attachment A. I also updated the annual energy amounts in Attachment C using degradation of 0.5%.

The definition that I inserted for Project Contracts is straight out of two PPAs that have been executed very recently.

In order to preserve the 20 year term, please confirm by 5:00 p.m. EPT today that you agree with the draft and, therefore, are requesting me to initiate the required internal risk management review for the PPA.

Thanks, and I look forward to hearing back from you.

**Eddie Folsom**  
*Power Marketing Manager*

South Carolina Electric & Gas Company  
 220 Operation Way  
 Mail Code P-26  
 Cayce, SC 29033  
 Phone: (803) 217-1405  
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[efolsom@scana.com](mailto:efolsom@scana.com)

From: Lee Shuman [<mailto:lshuman@solamericaenergy.com>]  
 Sent: Monday, March 05, 2018 3:34 PM  
 To: FOLSOM, JOHN E JR <[EFOLSOM@scana.com](mailto:EFOLSOM@scana.com)>  
 Cc: 'George Mori' <[gmori@solamericaenergy.com](mailto:gmori@solamericaenergy.com)>  
 Subject: RE: SCE&G Edits to Draft PPA - Edgefield County S1

\*\*\*This is an EXTERNAL email from "Lee Shuman" ([lshuman@solamericaenergy.com](mailto:lshuman@solamericaenergy.com)). Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

Hi Eddie,

Just checking to see if you had feedback on our comments. Let me know when you are available to discuss next steps.

Regards,  
 Lee

From: Lee Shuman [<mailto:lshuman@solamericaenergy.com>]  
 Sent: Friday, March 02, 2018 4:12 PM  
 To: 'FOLSOM, JOHN E JR' <[EFOLSOM@scana.com](mailto:EFOLSOM@scana.com)>  
 Cc: 'George Mori' <[gmori@solamericaenergy.com](mailto:gmori@solamericaenergy.com)>  
 Subject: RE: SCE&G Edits to Draft PPA - Edgefield County S1

Hi Eddie,

Attached are some final comments from the Cypress team.

Regarding the discussion about first year energy, we are fine with the value you proposed of 24,791 MWh. To your question about the DC/AC ratio, we modeled a 1.401 ratio.

Regarding the completion date, we are contemplating 18 months but we can discuss on Monday.

Please let me know if you have questions or would like to discuss.

Regards,  
 Lee  
 404.483.0996

From: FOLSOM, JOHN E JR [<mailto:EFOLSOM@scana.com>]  
 Sent: Friday, March 02, 2018 3:24 PM  
 To: Lee Shuman <[lshuman@solamericaenergy.com](mailto:lshuman@solamericaenergy.com)>

Cc: 'George Mori' <[gmori@solamericaenergy.com](mailto:gmori@solamericaenergy.com)>

Subject: RE: SCE&G Edits to Draft PPA - Edgefield County S1

Lee,

I am writing as a follow-up to my voice mail earlier today. As we have discussed, we need to come to terms very soon (preferably by COB on Monday) if you want to preserve to 20 year term. In addition to my responses below, we need to settle on a Completion Date for Section 4.2. Let's talk as early as we can on Monday, or feel free to e-mail me at any time.

Thanks,  
Eddie

From: FOLSOM, JOHN E JR

Sent: Wednesday, February 28, 2018 10:02 AM

To: 'Lee Shuman' <[lshuman@solamericaenergy.com](mailto:lshuman@solamericaenergy.com)>

Cc: 'George Mori' <[gmori@solamericaenergy.com](mailto:gmori@solamericaenergy.com)>

Subject: RE: SCE&G Edits to Draft PPA - Edgefield County S1

Lee,

Please see my responses entered below each of your numbered items below.

Thanks,  
Eddie

From: Lee Shuman [<mailto:lshuman@solamericaenergy.com>]

Sent: Monday, February 26, 2018 1:50 PM

To: FOLSOM, JOHN E JR <[EFOLSOM@scana.com](mailto:EFOLSOM@scana.com)>

Cc: 'George Mori' <[gmori@solamericaenergy.com](mailto:gmori@solamericaenergy.com)>

Subject: RE: SCE&G Edits to Draft PPA - Edgefield County S1

\*\*\*This is an EXTERNAL email from "Lee Shuman" ([lshuman@solamericaenergy.com](mailto:lshuman@solamericaenergy.com)). Please do not click on a link or open any attachments unless you are confident it is from a trusted source.

Hi, Eddie:

We have received feedback from our partner (Cypress Creek) on the Edgefield transaction. Below are their comments/questions on the PPA. We're hoping to get these changes and your feedback on these items below as soon as possible as we're aiming to follow the timeline you proposed for completing the agreement.

1. First Year Net Generation Value: We would like to revise this value to 23,831 MWh. This number will likely be tagged as low by my technical folks during the Risk Management Review. For tracking systems, they typically expect a capacity factor above 28% with the exact level expected based on the configuration of each system. I recommend a value of 24,791 MWh (28.3% C.F.) as a starting point for the technical review. Can you provide the AC/DC ratio for the project?
2. Section 9 and Definitions (Development Period Credit Support): If Edgefield PPA is terminated under PPA Review by SCPSC (Section 15.18(c)), then Dev Period credit support will be refunded net the outstanding balance owed by the seller. Will SCE&G refund the development period credit support under any other scenario, or is this the only refundable security scenario?  
We will follow Section 9.3(a) to assist in determining the proper outcome.

3. Section 3.2(b) (Purchase and Sale) – We would like to change language so that seller will not commence initial delivery of Net Energy without prior written notice to the buyer rather than the current Prior written consent from the buyer

This is our standard language and will remain as written.

4. Section 4.3(b) (Seller Buy Down): Prefers the 180 value for the numerator and denominator versus the 234 value that is currently in the Edgefield PPA. This is consistent of a December form PPA we have seen. The value of 234 months is correct for a PPA with a year term. The lower value of 174 months is associated with a 15 year term.

5. Section 5.3(c) (Specific Obligations Related to Construction): All based on what has been seen in recent SCE&G PPAs

a. Change “project contract” enter into date from 180 to 135

b. NTP under EPC contract should be changed from 180 days prior to deadline to 120 days prior to deadline

c. Delivery of all Major Equipment per major equipment agreements: Want to confirm that this is only 90 days and not the 4-5 months. Changed multiple times, and CCR feels strongly this should be 90 days

We will agree the change 5.3(c)(iii) to 3 months. The timing in 5.3(c)(i) and 5.3(c)(ii) will remain as stated. Please note that you have the opportunity to extend these dates with an appropriate remediation plan in place.

6. Section 15.17 (PPA filing with SCPSC): If provided to SCPSC in unredacted form, it will lose its confidentiality protection

Our regulators now require us to file these PPAs in unredacted form.

Please let know if you have questions or would like to discuss,

Regards,  
Lee

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From: FOLSOM, JOHN E JR [mailto:EFOLSOM@scana.com]

Sent: Thursday, December 14, 2017 11:56 AM

To: Lee Shuman <lshuman@solamericaenergy.com>

Cc: 'George Mori' <gmori@solamericaenergy.com>

Subject: RE: SCE&G Edits to Draft PPA - Edgefield County S1

Lee,

Attached is SCE&G's latest draft PPA for Edgefield County S1. Below is a summary of the issues that have been addressed.

1) Definitions of “Commercial Operation (d)” and “Required Final Installed Capacity”: the 95% value will be left in these two definitions consistent with our PPA document.

2) “Development Period Credit Support”: \$45/kW throughout the PPA is the value for all active discussions/pending PPAs.

3) I have shortened the notice requirement in Section 4.6 in conjunction with a Completion Deadline that is 18 months from the Effective Date (see comment for Section 4.2).

4) Section 5.3(c)(iii): SCE&G will accept 3 months.

5) Section 10.3(e): I have to apologize...I spoke incorrectly at our last meeting. When I quickly looked at this language, I confused this insertion with the language that you guys inserted in Section 11.2(c). My attorney was quick to correct me that 10.3(e) should match the template. The edit for 11.2(c) remains perfectly fine.

- 6) Section 13.2(a): the phrase that SolAmerica asked about applies to (iii) only.
- 7) Section 15.1(f): the language will remain as written in our PPA document.

Please advise me at your convenience as to how SolAmerica wants to proceed with the PPA.

Thanks,

**Eddie Folsom**

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*South Carolina Electric & Gas Company*

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